

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

ARTHUR RONESS,

Plaintiff,

vs.

T-MOBILE USA, INC.,

Defendant.

Case No. 2:18-CV-1030-RSM

**STIPULATED MOTION AND  
PROTECTIVE ORDER**

Plaintiff Arthur Roness and Defendant T-Mobile USA, Inc., by and through their respective counsel of record, hereby move pursuant to Federal Rule of Civil Procedure (26)(c) for entry of this Stipulated Protective Order:

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to

confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

2. DESIGNATED MATERIALS

“Designated Materials” shall include the documents, tangible items, or testimony produced, elicited, or otherwise exchanged in this action which the party producing such materials (the “Designating Party”) designates as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only.” Designated Materials may include, but are not limited to, customer information, personal, medical and/or other sensitive information of Defendant’s employees, including Plaintiff, nonpublic personal information about any persons other than the parties, and sensitive or confidential financial or other proprietary information.

2.1 Designated Materials marked “Confidential” shall include any document, file, portion of file, transcribed testimony or other material that the Designating Party in good faith reasonably believes comprise confidential information related to employees, third parties, or other information that could cause commercial, professional, or personal harm through disclosure. Designated Materials shall also include any and all medical records of any person obtained by any party, regardless of how the records were obtained or whether the records are marked “Confidential.”

2.2 Designated Materials marked as “Highly Confidential - Attorneys’ Eyes Only” shall include any document, file, portion of file, transcribed testimony or other material that the Designating Party in good faith reasonably believes comprises competitive, financial or other commercial or personally sensitive information that requires such heightened protection.

Designated Materials may be designated “Highly Confidential - Attorneys’ Eyes Only” only if

1 the Designating Party believes in good faith that designation as “Confidential” will not provide  
2 adequate protection.

3 3. SCOPE

4 The protections conferred by this Order cover not only Designated Materials (as defined  
5 above), but also (1) any information copied or extracted from Designated Materials; (2) all  
6 copies, excerpts, summaries, or compilations of Designated Materials; and (3) any testimony,  
7 conversations, or presentations by parties or their counsel that might reveal Designated Materials  
8 However, the protections conferred by this Order do not cover information that is in the public  
9 domain or becomes part of the public domain through trial or otherwise.

10 4. ACCESS TO AND USE OF DESIGNATED MATERIALS

11 4.1 Basic Principles. A receiving party may use Designated Materials that are  
12 disclosed or produced by another party or by a non-party in connection with this case only for  
13 prosecuting, defending, or attempting to settle this litigation. Designated Materials may be  
14 disclosed only to the categories of persons and under the conditions described in this Order.  
15 Designated Materials must be stored and maintained by a receiving party at a location and in a  
16 secure manner that ensures that access is limited to the persons authorized under this Order.

17 4.2 Disclosure of “Confidential” Information or Items. Unless otherwise ordered by  
18 the Court or permitted in writing by the Designating Party, material designated as “confidential”  
19 or medical information/records even if not so designated may be disclosed only to the following  
20 persons:

21 (a) the receiving party’s counsel of record in this action, as well as employees  
22 of counsel to whom it is reasonably necessary to disclose the information for this litigation;  
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1 (b) the parties to this litigation, including any officers, directors, and  
2 employees (including in house counsel) of the receiving party to whom disclosure is reasonably  
3 necessary for this litigation, unless the parties agree that a particular document or material  
4 produced is for “Highly Confidential - Attorneys’ Eyes Only” and is so designated;

5 (c) experts and consultants to whom disclosure is reasonably necessary for  
6 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
7 A);

8 (d) mediators, including their staff, retained by the Parties, and who have  
9 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (e) the Court, Court personnel, and court reporters and their staff;

11 (f) copy or imaging services retained by counsel to assist in the duplication of  
12 Designated Materials, provided that counsel for the party retaining the copy or imaging service  
13 instructs the service not to disclose any Designated Materials to third parties and to immediately  
14 return all originals and copies of any Designated Materials;

15 (g) during their depositions, party witnesses in the action to whom disclosure  
16 is reasonably necessary, or non-party witnesses to whom disclosure is reasonably necessary and  
17 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
18 otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed  
19 deposition testimony or exhibits to depositions that reveal Designated Materials must be  
20 separately bound by the court reporter and may not be disclosed to anyone except as permitted  
21 under this Order;

22 (h) the author or recipient of a document containing the information or anyone  
23 shown the document as having received it in the ordinary course of business.

1           4.3     Disclosure of “Highly Confidential – Attorneys’ Eyes Only” Information or  
2 Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party,  
3 material designated as “Highly Confidential – Attorneys’ Eyes Only” may be disclosed only to  
4 the following persons:

5                   (a)     the receiving party’s counsel of record in this action, as well as employees  
6 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

7                   (b)     in house counsel and paralegals of the receiving party to whom disclosure  
8 is reasonably necessary for this litigation;

9                   (c)     the Plaintiff, but only if advance permission is given by Defendant or by  
10 Court Order;

11                  (d)     experts and consultants to whom disclosure is reasonably necessary for  
12 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
13 A);

14                  (e)     mediators, including their staff, retained by the Parties, and who have  
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16                  (f)     the Court, court personnel, and court reporters and their staff;

17                  (g)     copy or imaging services retained by counsel to assist in the duplication of  
18 Designated Materials, provided that counsel for the party retaining the copy or imaging service  
19 instructs the service not to disclose any Designated Materials to third parties and to immediately  
20 return all originals and copies of any Designated Materials;

21                  (h)     during their depositions, witnesses in the action to whom disclosure is  
22 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”  
23 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of

1 transcribed deposition testimony or exhibits to depositions that reveal Designated Materials must  
2 be separately bound by the court reporter and may not be disclosed to anyone except as permitted  
3 under this Order; or

4 (i) the author or recipient of a document containing the information or anyone  
5 shown on the document as having received it in the ordinary course of business.

6 4.4 Filing Designated Material. Before filing Designated Material or discussing or  
7 referencing such material in court filings, the filing party shall confer with the designating party,  
8 in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will  
9 remove the confidential designation, whether the document can be redacted, or whether a motion  
10 to seal or stipulation and proposed order is warranted. During the meet and confer process, the  
11 designating party must identify the basis for sealing the specific confidential information at issue,  
12 and the filing party shall include this basis in its motion to seal, along with any objection to  
13 sealing the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be  
14 followed and the standards that will be applied when a party seeks permission from the court to  
15 file material under seal. A party who seeks to maintain the confidentiality of its information must  
16 satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the  
17 motion to seal. Failure to satisfy this requirement will result in the motion to seal being denied,  
18 in accordance with the strong presumption of public access to the Court's files.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party  
21 or non-party that designates information or items for protection under this agreement must take  
22 care to limit any such designation to specific material that qualifies under the appropriate  
23 standards. The designating party must designate for protection only those parts of material,

1 documents, items, or oral or written communications that qualify, so that other portions of the  
2 material, documents, items, or communications for which protection is not warranted are not swept  
3 unjustifiably within the ambit of this agreement.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
5 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to  
6 unnecessarily encumber or delay the case development process or to impose unnecessary expenses  
7 and burdens on other parties) expose the designating party to sanctions.

8 If it comes to a designating party's attention that information or items that it designated for  
9 protection do not qualify for protection, the designating party must promptly notify all other parties  
10 that it is withdrawing the mistaken designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
12 (see, *e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
13 disclosure or discovery material that qualifies for protection under this Order must be clearly so  
14 designated before or when the material is disclosed or produced, with the exception of medical  
15 information/medical records.

16 (a) Information in documentary form (*e.g.*, paper or electronic documents and  
17 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial  
18 proceedings): with the exception of medical information/medical records, the Designating Party  
19 must affix the words "Confidential" or "Highly Confidential – Attorneys' Eyes Only" to each  
20 page that contains Designated Materials. If only a portion or portions of the material on a page  
21 qualifies for protection, the Designating Party also must clearly identify the protected portion(s)  
22 (*e.g.*, by making appropriate markings in the margins).

1 (b) Testimony given in deposition or in other pretrial proceedings: the Parties  
2 and any participating non-parties must identify on the record, during the deposition or other pretrial  
3 proceeding, all protected testimony, without prejudice to their right to so designate other testimony  
4 after reviewing the transcript. Any party or non-party may, within (15) fifteen days after receiving  
5 the transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or  
6 exhibits thereto, as confidential. If a party or non-party desires to protect confidential information  
7 at trial, the issue should be addressed during the pre-trial conference.

8 (c) Other tangible items: with the exception of medical information/medical  
9 records, the Designating Party must affix in a prominent place on the exterior of the container or  
10 containers in which the information or item is stored the words “Confidential” or “Highly  
11 Confidential – Attorneys' Eyes Only.” If only a portion or portions of the information or item  
12 warrant protection, the Designating Party, to the extent practicable, shall identify the protected  
13 portion(s).

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
15 designate qualified information or items does not, standing alone, waive the designating party’s  
16 right to secure protection under this agreement for such material. Upon timely correction of a  
17 designation, the receiving party must make reasonable efforts to ensure that the material is  
18 treated in accordance with the provisions of this agreement.

## 19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any party or non-party may challenge a designation of  
21 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
22 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
23 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to  
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1 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
2 original designation is disclosed.

3       6.2     Meet and Confer. The Parties must make every attempt to resolve any dispute  
4 regarding confidentiality designations without Court involvement. Any motion regarding  
5 confidential designations or for a protective order must include a certification, in the motion or in  
6 a declaration or affidavit, that the movant has engaged in a good faith meet and confer  
7 conference with other affected Parties in an effort to resolve the dispute without Court action.  
8 The certification must list the date, manner, and participants to the conference. A good faith  
9 effort to confer requires a face-to-face meeting or a telephone conference.

10       6.3     Judicial Intervention. If the Parties cannot resolve a challenge without Court  
11 intervention, the Designating Party may file and serve a motion to retain confidentiality under  
12 Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of  
13 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those  
14 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on  
15 other parties) may expose the challenging party to sanctions. All Parties shall continue to maintain  
16 the material in question as confidential until the Court rules on the challenge.

17     7.       PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
18             LITIGATION

19       If a party is served with a subpoena or a court order issued in other litigation that compels  
20 disclosure of any information or items designated in this action as ““Confidential” or “Highly  
21 Confidential – Attorneys' Eyes Only” that party must:

22             (a)     promptly notify the Designating Party in writing and include a copy of the  
23 subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena or order to  
2 issue in the other litigation that some or all of the material covered by the subpoena or order is  
3 subject to this Order. Such notification shall include a copy of this Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be pursued  
5 by the Designating Party whose Designated Materials may be affected.

6 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a receiving party learns that, by inadvertence or otherwise, it has disclosed Designated  
8 Materials to any person or in any circumstance not authorized under this Order, the receiving  
9 party must immediately (a) notify in writing the Designating Party of the unauthorized  
10 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material,  
11 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of  
12 this Order, and (d) request that such person or persons execute the “Acknowledgment and  
13 Agreement to Be Bound” that is attached hereto as Exhibit A.

14 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
15 MATERIAL

16 When a producing party gives notice to receiving parties that certain inadvertently  
17 produced material is subject to a claim of privilege or other protection, the obligations of the  
18 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
19 provision is not intended to modify whatever procedure may be established in an e-discovery  
20 order or agreement that provides for production without prior privilege review. The parties  
21 agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

22 10. NON-TERMINATION AND RETURN OF DOCUMENTS  
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1           Within 60 days after the termination of this action, including all appeals, each receiving  
2 party must return or destroy all Designated Materials to the Producing Party, including all copies,  
3 extracts and summaries thereof. Alternatively, the Parties may agree upon appropriate methods  
4 of destruction.

5           Notwithstanding this provision, counsel are entitled to retain one archival copy of all  
6 documents filed with the Court, trial, deposition, and hearing transcripts, correspondence,  
7 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert  
8 work product, even if such materials contain Designated Materials.

9           The confidentiality obligations imposed by this Order shall remain in effect until a  
10 Designating Party agrees otherwise in writing or a court orders otherwise.

11                     IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12           DATED this 19th day of April, 2019.

13  
14 PREMIER LAW GROUP PLLC

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1 PURSUANT TO STIPULATION, IT IS SO ORDERED

2 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any  
3 documents in this proceeding shall not, for the purposes of this proceeding or any other proceeding  
4 in any other court, constitute a waiver by the Producing Party of any privilege applicable to those  
5 documents, including the attorney-client privilege, attorney work-product protection, or any other  
6 privilege or protection recognized by law.

7 DATED: April 22, 2019

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10 RICARDO S. MARTINEZ  
11 CHIEF UNITED STATES DISTRICT JUDGE  
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of  
5 perjury that I have read in its entirety and understand the Stipulated Protective Order that was  
6 issued by the United States District Court for the Western District of Washington on [date] in the  
7 case of *Arthur Roness v. T-Mobile USA, Inc.*, Case No. 2:18-CV-1030-RSM. I agree to comply  
8 with and to be bound by all the terms of this Stipulated Protective Order and I understand and  
9 acknowledge that failure to so comply could expose me to sanctions and punishment in the  
10 nature of contempt. I solemnly promise that I will not disclose in any manner any information or  
11 item that is subject to this Stipulated Protective Order to any person or entity except in strict  
12 compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the  
14 Western District of Washington for the purpose of enforcing the terms of this Stipulated  
15 Protective Order, even if such enforcement proceedings occur after termination of this action.

16 Date: \_\_\_\_\_

17 City and State where sworn and signed: \_\_\_\_\_

18 Printed name: \_\_\_\_\_

19 Signature: \_\_\_\_\_